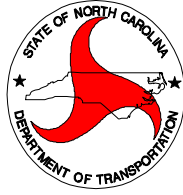


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 6 - DISTRICT 1

CONTRACT PROPOSAL

SMALL BUSINESS ENTERPRISE

Non-Exclusive Contract

WBS NUMBERS: 6.107811 & 6.207811

ROUTE: Various

COUNTY: Robeson

DESCRIPTION: Installation of 2'6" Curb & Gutter, 6" Concrete Driveways, 4" Concrete Sidewalk, 5" Monolithic Concrete Islands, Masonry Drainage Structure, Wheelchair Ramps, and Concrete Paved Ditch

BID OPENING: Thursday, September 20, 2012 @ 10:00 AM

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

**RETURN BIDS TO: Mr. Tom Hay, Proposal Engineer
NCDOT – Division 6
P. O. Box 1150
Fayetteville, North Carolina 28302**

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INSTRUCTIONS TO BIDDERS

**PLEASE READ ALL INSTRUCTIONS CAREFULLY
BEFORE PREPARING AND SUBMITTING YOUR BID.**

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner.
"DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!"
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number, **if required**
- 8 **Bids submitted by corporations shall bear the seal of the corporation on the W-9 and the Bid forms.**
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION ENGINEER'S OFFICE AT P. O. BOX 1150, 558 GILLESPIE STREET, FAYETTEVILLE, NORTH CAROLINA 28302 BY 10:00 AM ON THURSDAY, SEPTEMBER 20, 2012.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**Installation of 2'6" Curb & Gutter, 6" Concrete Driveways, 4" Concrete Sidewalk, 5"
Monolithic Concrete Islands, Masonry Drainage Structure, Wheelchair Ramps, and
Concrete Paved Ditch
Robeson County
September 20, 2012 – 10:00 A.M.**

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**N.C. DEPT. OF TRANSPORTATION
MR. TOM HAY
PROPOSAL ENGINEER
NCDOT – DIVISION SIX
P.O. BOX 1150
FAYETTEVILLE, NORTH CAROLINA 28302**

DIVISION CONTRACT

General Provisions

GENERAL

This contract is for installation of 2'6" curb & gutter, 6" concrete driveways, 4" concrete sidewalk, 5" monolithic concrete islands, masonry drainage structure, wheelchair ramps, and concrete paved ditch in Robeson County.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, and the current editions of the North Carolina Department of Transportation Standard Specifications, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

The contractor shall be responsible for forming, placing concrete, finishing and removal of forms. The NCDOT shall be responsible for remaining/additional task. The contractor shall coordinate all work with the Department. A pre-construction conference shall be held prior to beginning work.

STANDARD SPECIAL PROVISION

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2012 Standard Specifications*.

MANDATORY PRE-BID CONFERENCE

All prospective bidders must attend a mandatory Pre-Bid Conference at the location shown below. This conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give bidders an opportunity to ask any questions they may have.

Bidders must attend a mandatory Pre-Bid Conference on September 12, 2012 at 2:00PM in the District Office located at 872 NC 711 Hwy, Lumberton, NC 28360.

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project is the date of Purchase Order Issuance. No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The completion date for this project is one year from the date of Purchase Order Issuance. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year with a maximum contract period of three (3) years. The Engineer will notify the Contractor in writing before completion of the current contract if the contract is to be extended. No extensions will be authorized except as approved by the Engineer.

Because of the “on-call” nature of work, no liquidated damages are included as part of this contract; however, failure to complete assigned projects in a timely manner as determined by the Engineer shall be justification for early termination of this contract. In the event of multiple awards, another contractor shall be called to complete the assigned project.

CONTRACT PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for contracts of **\$500,000** or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor, or his subcontractors, are liable is required for contracts of **\$500,000** or more. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

The Department may waive the bonding requirement of Chapter 44A of the General Statutes.

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications.

The Contractor's operations are restricted to daylight hours. No work may be performed on Sundays and legal State holidays. Work shall only be performed when weather and visibility conditions allow safe operations.

The Contractor shall temporarily remove his equipment from the travelway for emergency vehicles and school buses as directed by the Engineer.

BIDS

In accordance with GS 136-28.1(b) and the provision of the Small Business Enterprise Program, if the total bid amount of the contract exceeds **\$500,000**, the bid will not be considered for award.

DISTRICT CONTACTS

The District contact will be Mr. C. S. Miller, Jr., P.E., District Engineer, at (910) 618-5546.

AWARD OF CONTRACT (TERMS)

The State reserves the right to make partial, progressive or multiple awards for the same service and in the best interest of the State.

The award of the contract, if it is awarded, will be made to the lowest responsible bidder(s). The lowest responsible bidder(s) will be notified that their bid has been accepted and that they have been awarded the contract. NCDOT reserves the right to reject all bids.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 6, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives. The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

BANKRUPTCY

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

DEBARMENT STATEMENT

The Contractor certifies and understands that by his/her signature on the Bid Form that he/she and the contracting firm he/she represents has not been banned, debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-21 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

NON-EXCLUSIVE CONTRACT

The Contractor agrees and understands by signature on this contract that this agreement does not constitute an exclusive contract. The Department of Transportation reserves the right to employ as many Contractors as necessary to effectively and efficiently fulfill the need.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

CLAIMS FOR ADDITIONAL COMPENSATION

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

SP1 G152

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. § 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

CPI (PRICE ADJUSTMENT)

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application by the contract, or sixty (60) days prior to the end of each contract period, the renewal contract may be adjusted to reflect the adjustment in the Consumer Price Index for the previous twelve (12) month period as published by the US Bureau of Labor Statistics. If the amount of the requested adjustment is more than ten (10) percent, the Department of Transportation reserves the right to cancel this contract.

<ftp://ftp.bls.gov/pub/special.requests/cpi/cpi.ai.txt>

The CPI will be determined from a 12-month period. Example below:

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
2009	211.1	212.2	212.7	213.2	213.8	215.7	215.3	215.8	215.9	216.2	216.3	215.9
2010	216.7	216.7	217.6	218.0	218.2	217.9	218.0	218.3	218.4	218.7	218.8	219.2
2011	220.2	221.3	223.4	224.9	225.9	225.7	225.9					

CPI for current period	225.7
Less CPI for previous period	<u>217.9</u>
Equals index point change	7.8
Divided by previous period CPI	217.9
Equals	0.0358
Result multiplied by 100	<u>0.0358 x 100</u>
Equals percentage change	3.58

All line items in this contract will be adjusted by the calculated percentage at the time of renewal for CPI (Price Adjustment).

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgement and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the Contractor, its agents, employees, and subcontractors or any one for whom the Contractor may be responsible. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgement, and expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire, and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the equipment. The Contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the Contractor's employees under the Workmen's Compensation Act.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The North Carolina Department of Transportation will be responsible for traffic control and work zone safety; however, the contractor shall abide by all guidelines herein which apply to personnel while in a work zone area.

The Contractor shall coordinate all work within the work zone with the North Carolina Department of Transportation.

All personnel when working in traffic areas or areas in proximity to traffic shall wear an approved safety vest or jacket that meets the color requirements of the *Manual on Uniform Traffic Control Devices* (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7 of the Standard Specifications

No direct payment shall be made for Traffic Control and Work Zone Safety Items, as they shall be considered incidental to other contract items.

All contractor personnel will be required to wear a Class II ANSI approved safety vest while working within the NCDOT Right of Way.

CONFORMITY WITH THE CONTRACT

The presence of the engineer or an inspector at the work site shall in no way lessen the contractor's responsibility for conformity with the provisions of this contract. Should the engineer or inspector fail to point out work that does not conform with the plans and specifications, whether from lack of discovery or for any other reason, it shall in no way prevent later rejection or correction to the unsatisfactory work when discovered. The contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory work.

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

All steel products which are permanently incorporated into this project shall be domestically produced. The Contractor shall furnish a notarized certification certifying that steel products conform to this requirement.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

LIABILITY INSURANCE

(11-18-08)

SP1G80

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours' notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and

receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

PAYMENT AND RETAINAGE

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. An amount equal to five percent (5%) of the total amount due on the partial pay estimate will be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

The completed form DBE-IS, must be submitted with all invoices.

Invoices shall be submitted to the following:

**N.C. Department of Transportation
Division 6 – District 1
ATTENTION: Mr. C. S. Miller, Jr., PE
P.O. Box 2157
Lumberton, N.C. 28359**

DIVISION CONTRACT

Special Provisions

SMALL BUSINESS ENTERPRISE PROGRAM

Bids are being solicited for this project under the provisions of the NCDOT Small Business Enterprise Program.

Your firm does not have to be formally identified as a minority, woman or disabled business to qualify for this Program, but you must have had an annual income of \$1,500,000 or less for the previous calendar year.

Under the provisions of this program, a NC General Contractor's License is not required.

Under the provisions of this Program, contract payment and contract performance bonds are not required.

Under the provisions of this Program, your firm is required to be certified with the Contractual Services Unit prior to bidding on this contract. The Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

INTERPRETATION OF QUANTITIES IN BID FORM

The quantities appearing in the bid form are approximate only and are to be used for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract.

Projects will become available throughout the year at various locations in Robeson County. The department will notify the winning bidder when work is available.

COOPERATION WITH STATE FORCES AND OTHER CONTRACTORS

The Contractor must cooperate with State forces and other Contractors working within the limits of this project as directed by the Engineer.

PRESERVATION OF PROPERTY

The Contractor shall exercise care to avoid damage to all public and private property and facilities. Any damage to properties, such as, but not limited to, mailboxes, fences, gates, vehicles, driveways, etc. shall immediately be restored to the previously existing condition by the contractor. No payment will be made to the Contractor for such restorative work.

ROUTINE MOBILIZATION

The Contractor will be notified when services are needed by the Engineer, and shall begin work **within fourteen (14) Calendar Days** after notification, or as determined by the Engineer. Failure to respond within the designated time frame for the routine service, or as approved by the Engineer, may result in cancellation of this contract.

Routine Mobilization will not be paid separately, but shall be considered to be incidental to other contract items.

EMERGENCY CALL BACK MOBILIZATION

A separate bid item will be used for **Emergency Call Back Mobilization**. The contractor shall include a cost for mobilizing on emergency basis. Under this item the contractor shall respond after first initially being contacted by the Engineer to the required areas **within three (3) Calendar Days**. Failure to respond within the time frame may result in nonpayment of this item as emergency basis.

Basis of payment will be the contract unit price per each for Emergency Call Back Mobilization.

CONCRETE CURB AND GUTTER

All concrete curb and gutter shall be constructed in accordance with Section 846 of the Standard Specifications and Roadway Standard Drawing 846.01. Concrete shall be Class B, and the concrete shall be given a light broom finish with the brush marks parallel to the curb line or gutter line. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. **No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.**

Basis of payment will be the unit price under 2' 6" Concrete Curb and Gutter per linear foot and will cover all incidentals involved in executing said work.

CONCRETE SIDEWALKS

All concrete sidewalk shall be constructed in accordance with Section 848 of the Standard Specifications and Roadway Standard Drawing 848.01. Concrete shall be Class B, and the concrete shall be given a light broom finish with the brush marks transverse to the direction of traffic. Where it is necessary to remove a portion of existing sidewalks, the contractor will be required to furnish a neat edge along the pavement to be retained by sawing a neat line approximately 2 inches deep with a concrete saw before breaking the adjacent pavement away. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. **No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.**

Basis of payment will be the unit bid price under 4" Concrete Sidewalk per square yard.

CONCRETE DRIVEWAYS

All concrete driveways shall be constructed in accordance with Section 848 of the Standard Specifications and Roadway Standard Drawing 848.02. Concrete shall be Class B, and the concrete shall be given a light broom finish with the brush marks transverse to the direction of traffic. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. **No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.**

Basis of payment will be the unit bid price under 6" Concrete Driveways per square yard.

WHEELCHAIR RAMPS

Wheelchair ramps shall be installed in accordance with the Americans with Disabilities Act (ADA), Section 848 of the Standard Specifications, and the current NCDOT Roadway Standard Drawing 848.05, or as directed by the Engineer.

Basis of payment will be the unit bid price per each under Concrete Wheelchair Ramps.

MASONRY DRAINAGE STRUCTURES

The Contractor shall construct masonry drainage structures in accordance with Section 840 of the Standard Specifications and Roadway Standard Drawing 840.15. Precast masonry structures are permitted but shall be pretested and approved by the NCDOT Materials and Tests Unit. Hoods, grates, and frames shall be NCDOT approved and shall meet the requirements of Roadway Standard 840.03.

Basis of payment will be the unit bid price per each under Masonry Drainage Structures. Payment shall include frame and grate and or lid if required.

MONOLITHIC CONCRETE ISLAND

The Contractor shall construct a 5-inch monolithic island in accordance with Section 852 of the Standard Specifications, Roadway Standard Drawing 852.01, the contract, and plans. Class B concrete of a currently approved North Carolina Department of Transportation mix design shall be used. Concrete shall be given a sidewalk finish with brooming done transverse to the direction of traffic.

The island shall be anchored to the existing pavement surface with 40d spikes driven into the surface and staggered on 2-foot centers. The Contractor shall place 1/2" expansion joints at 30-foot interval, joints 1 inch deep at 10-foot intervals between the expansion joints. The top 1/2" of expansion joints and the full depth of grooved joints shall be filled and sealed with a North Carolina Department of Transportation approved joint sealer.

The Contractor shall place at locations in the island, as directed by the Engineer, 12" PVC Pipe, to facilitate installation of sign posts. The PVC pipe shall be in place prior to placement of concrete, shall be plumb, and shall be cut off flush with the top surface of the island.

All concrete shall be formed and placed in accordance with Section 420 of the Standard Specifications. **No concrete shall be placed until the forms and concrete have been approved by the Engineer or his representative.** The temperature of the concrete shall not be less than 50 degrees Fahrenheit at the time of placement. The air temperature measured at the job site, in the shade, away from artificial heat shall be a minimum of 35 degrees Fahrenheit before placement will be permitted. The Contractor shall cure the concrete in accordance with Section 420-17 of the Standard Specifications.

Basis of payment will be the unit bid price per square yard for 5" Monolithic Concrete Islands.

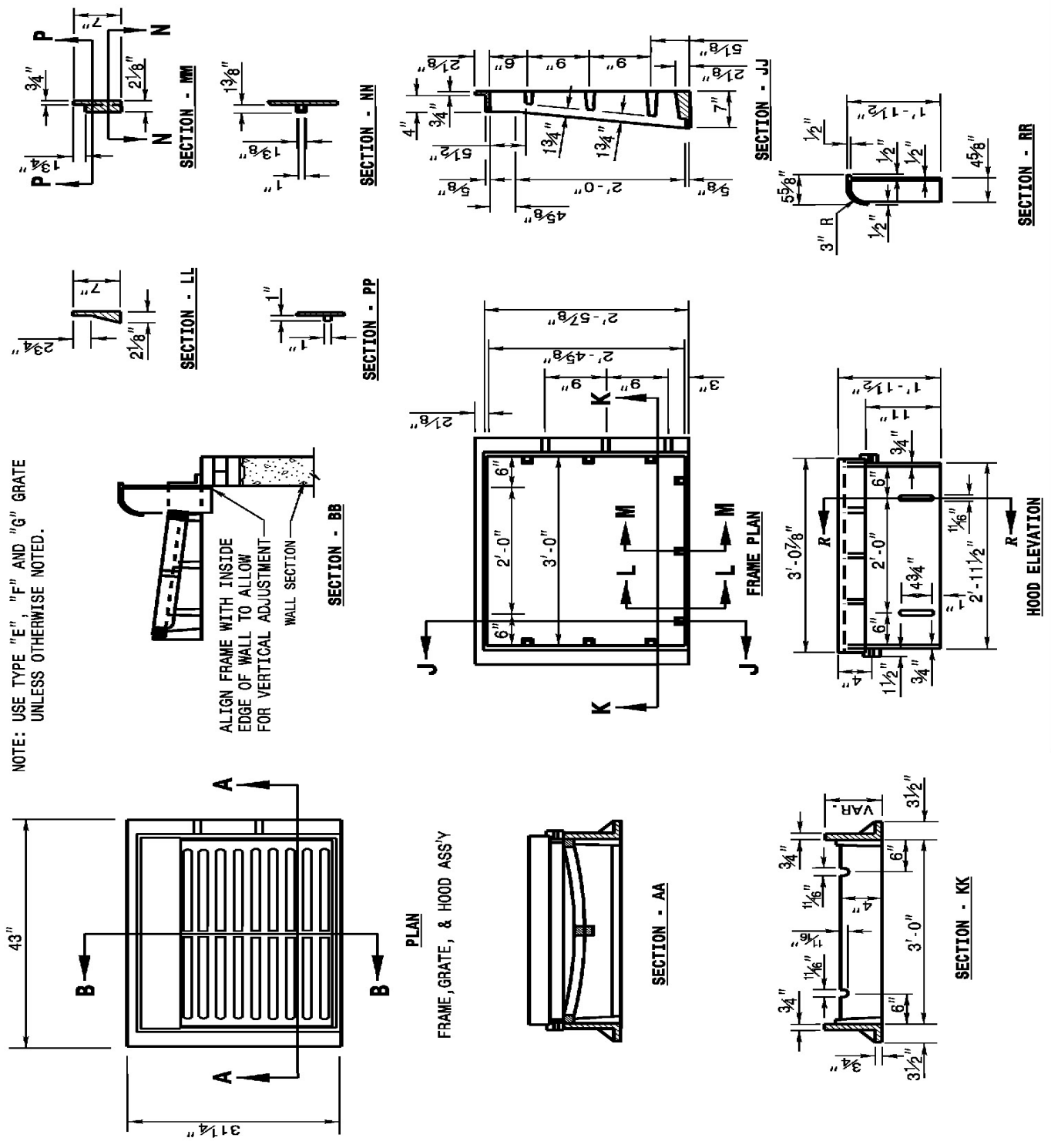
CONCRETE PAVED DITCH

The Contractor shall construct concrete paved ditched in accordance with Section 850 of the Standard Specifications and Roadway Standard Drawing 850.01. Work includes but is not limited to furnishing and placing concrete, constructing curtain walls and constructing and sealing joints.

Payment will be made at the contract unit price per square yard for "Concrete Paved Ditch" that is completed and accepted. Longitudinal measurements will be made along the surface of the pavement at the centerline of the ditch and transverse measurements will be made along the surface of the pavement at right angles to the centerline. No measurements will be made of curtain walls at the beginning or ends of the paved ditches.

PAVEMENT REPAIRS

Any pavement repairs required by work under this contract will be performed by North Carolina Department of Transportation forces.

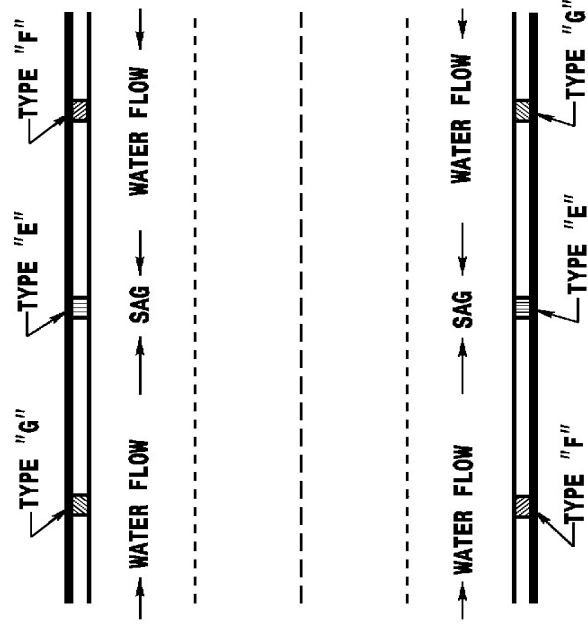


STATE OF
NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

FOR USE ON STANDARD CATCH BASIN
FRAME, GRATES, AND HOOD
ENGLISH STANDARD DRAWING FOR

SHEET 2 OF 2
840.03

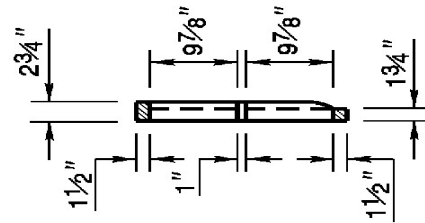
DETAIL SHOWING TYPES OF GRATES
USE ACCORDING TO WATER FLOW.



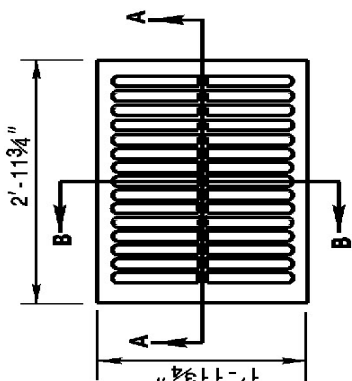
STATE OF
NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

FOR USE ON STANDARD CATCH BASIN
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ENGLISH STANDARD DRAWING FOR

SHEET 2 OF 2
840.03

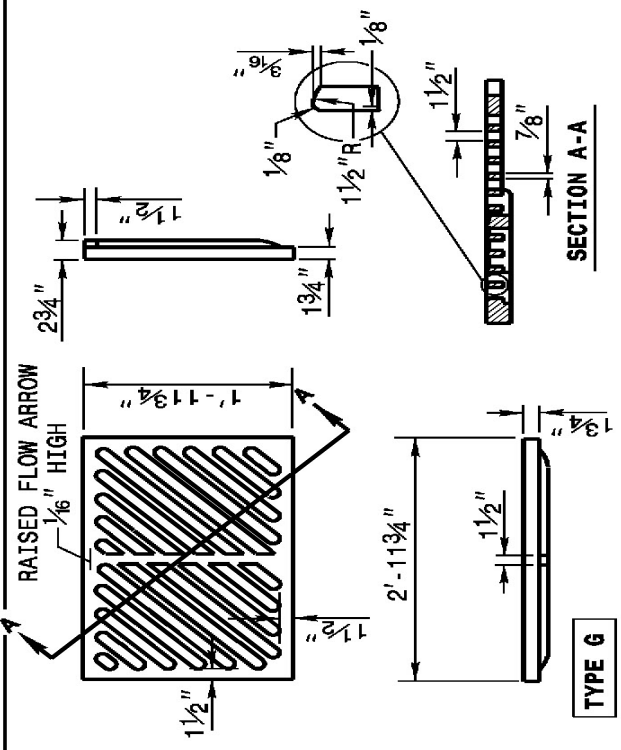


SECTION B-B

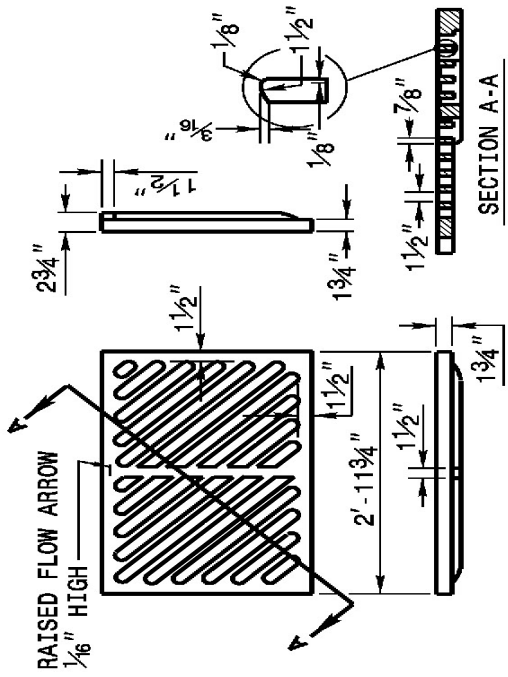


SECTION A-A

TYPE - E



TYPE G

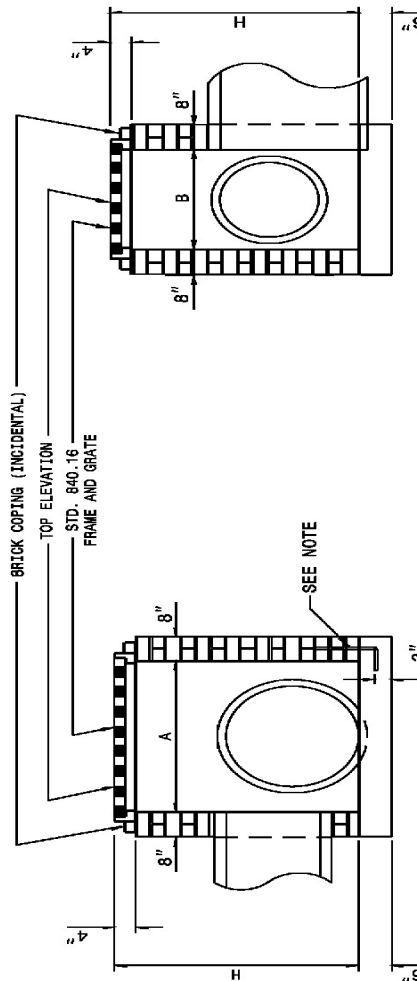


TYPE - F




SECTION A-A

PLAN

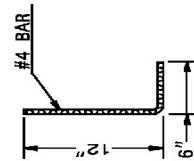
SECTION Y-Y
MAX. PIPE THIS SIDE - 18"

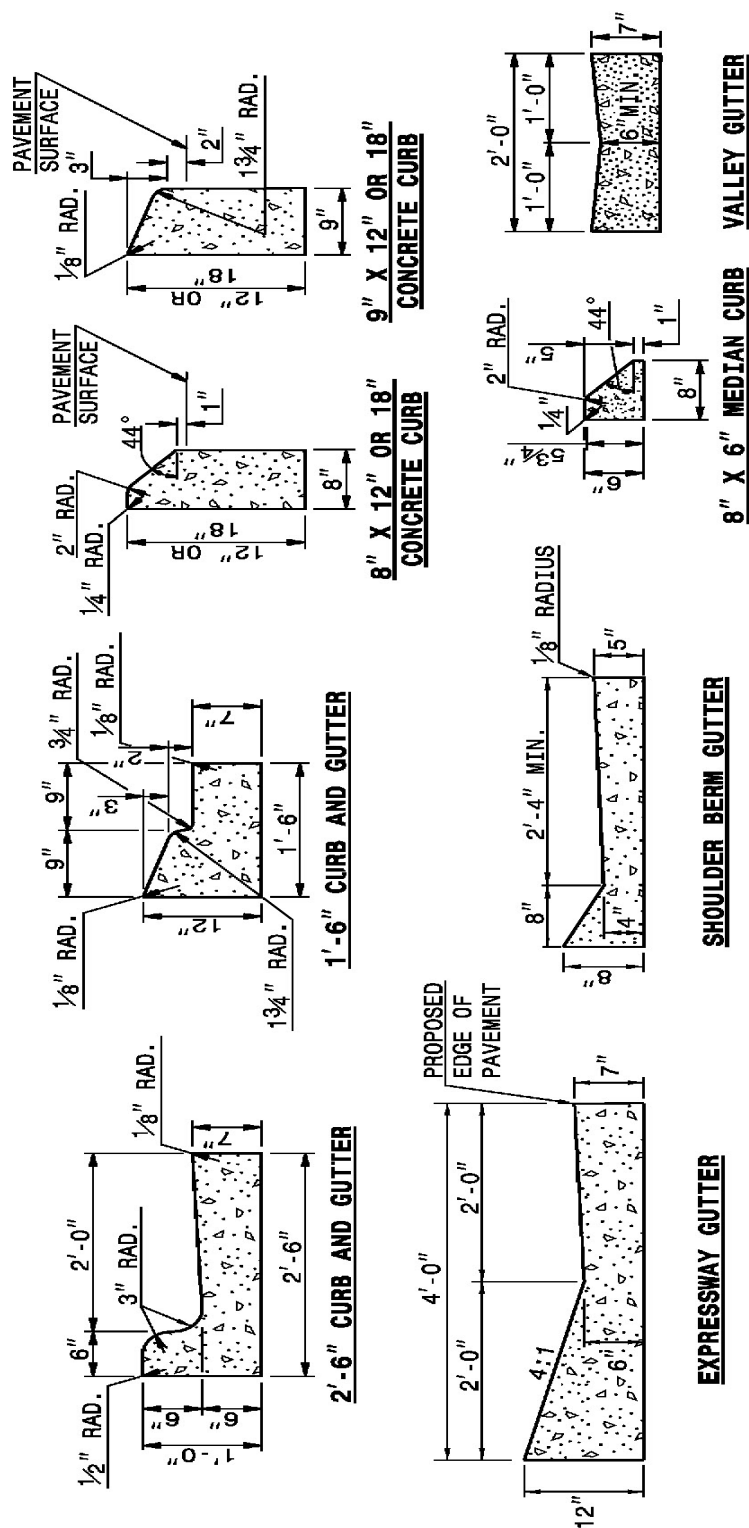


SECTION X-X

DIMENSIONS AND QUANTITIES FOR DROP INLET(BASED ON MIN. HEIGHT, H)									
DIMENSIONS OF BOX & PIPE				CUBIC YARDS CONCRETE	CUBIC YARDS BRICK MASONRY		DEDUCTIONS FOR		
PIPE	SPAN	WIDTH	MIN. HEIGHT		WALL PER FOOT HT.	TOTAL BRICK MASONRY FOR MIN. HEIGHT, H	ONE PIPE		
D	A	B	H	BOTTOM SLAB			C.S.	R.C.	
12"	3'-0"	2'-0"	2'-0"	0.268	0.313	0.522	0.020	0.032	
15"		2'-3"	2'-3"	0.268	0.313	0.600	0.031	0.047	
18"		2'-6"	2'-6"	0.268	0.313	0.678	0.044	0.065	
24"		3'-0"	3'-0"	0.268	0.313	0.835	0.078	0.113	
30"	3'-0"	2'-0"	3'-6"	0.268	0.313	0.991	0.122	0.170	

DOWEL

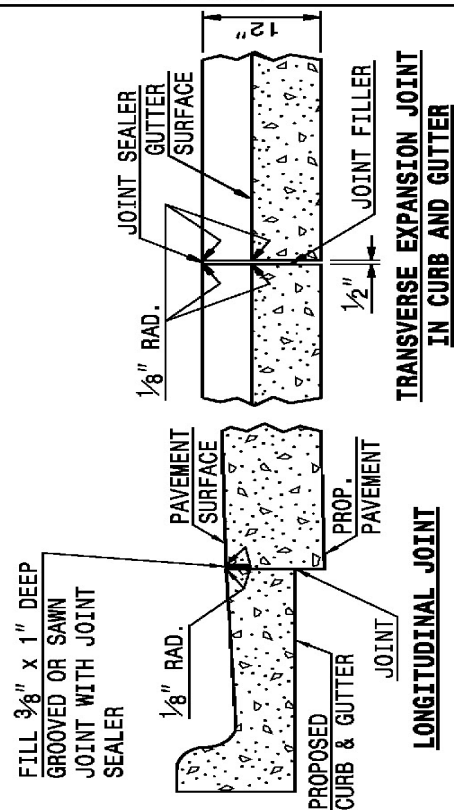




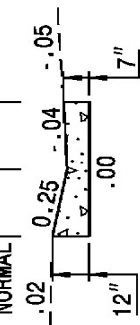
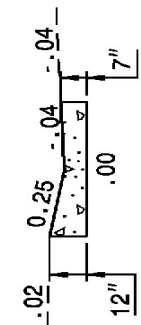
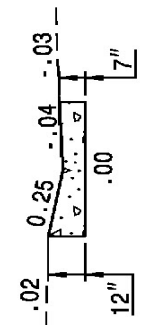
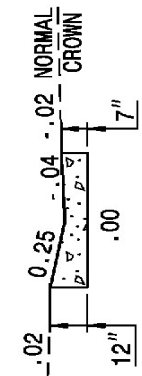
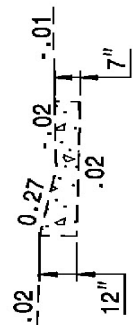
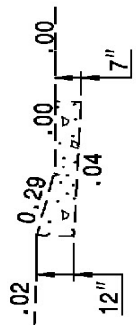
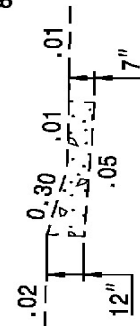
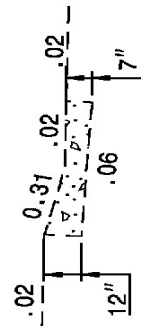
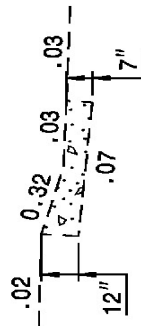
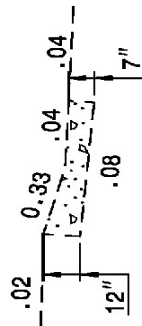
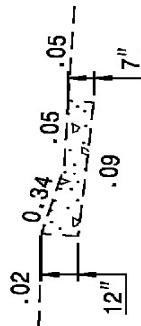
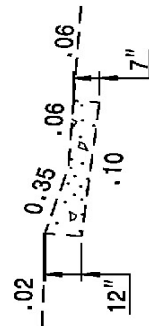
SECTION VIEW OF CURBS OR CURBS AND GUTTERS

GENERAL NOTES:

- PLACE CONTRACTION JOINTS AT 10' INTERVALS, EXCEPT THAT A 15' SPACING MAY BE USED WHEN A MACHINE IS USED OR WHEN SATISFACTORY SUPPORT FOR THE FACE FORM CAN BE OBTAINED WITHOUT THE USE OF TEMPLATES AT 10' INTERVALS.
- JOINT SPACING MAY BE ALTERED IF REQUIRED BY THE ENGINEER.
- CONTRACTION JOINTS MAY BE INSTALLED WITH THE USE OF TEMPLATES OR FORMED BY OTHER APPROVED METHODS.
- CONSTRUCT NON-TEMPLE FORMED JOINTS A MIN. OF 1½" DEEP.
- FILL ALL CONSTRUCTION JOINTS, EXCEPT IN 8"x6" MEDIAN CURB, WITH JOINT FILLER AND SEALER.
- SPACE EXPANSION JOINTS AT 90' INTERVALS AND ADJACENT TO ALL RIGID OBJECTS.

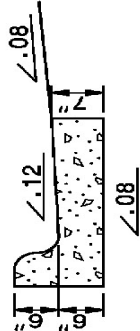
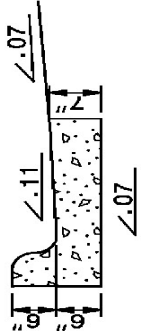
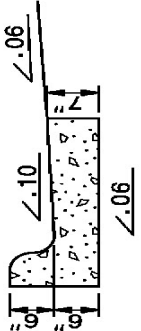
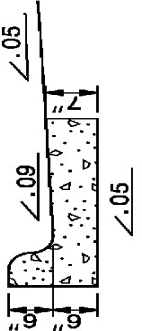
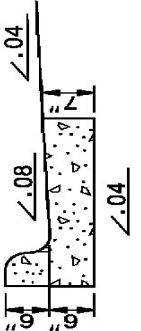
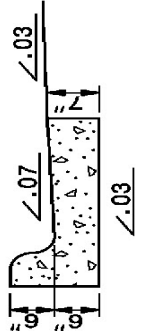
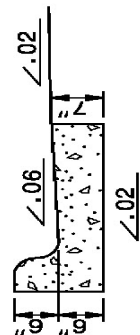
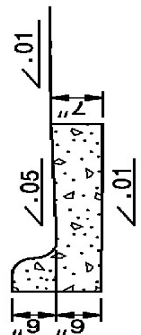
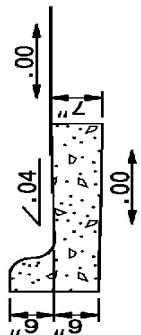
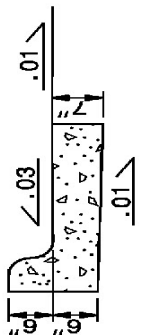
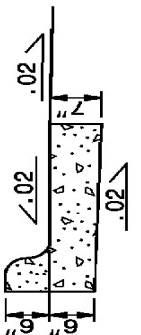
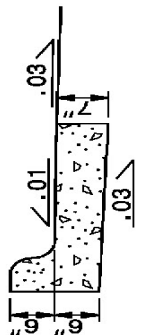


SECTION VIEW OF JOINTS



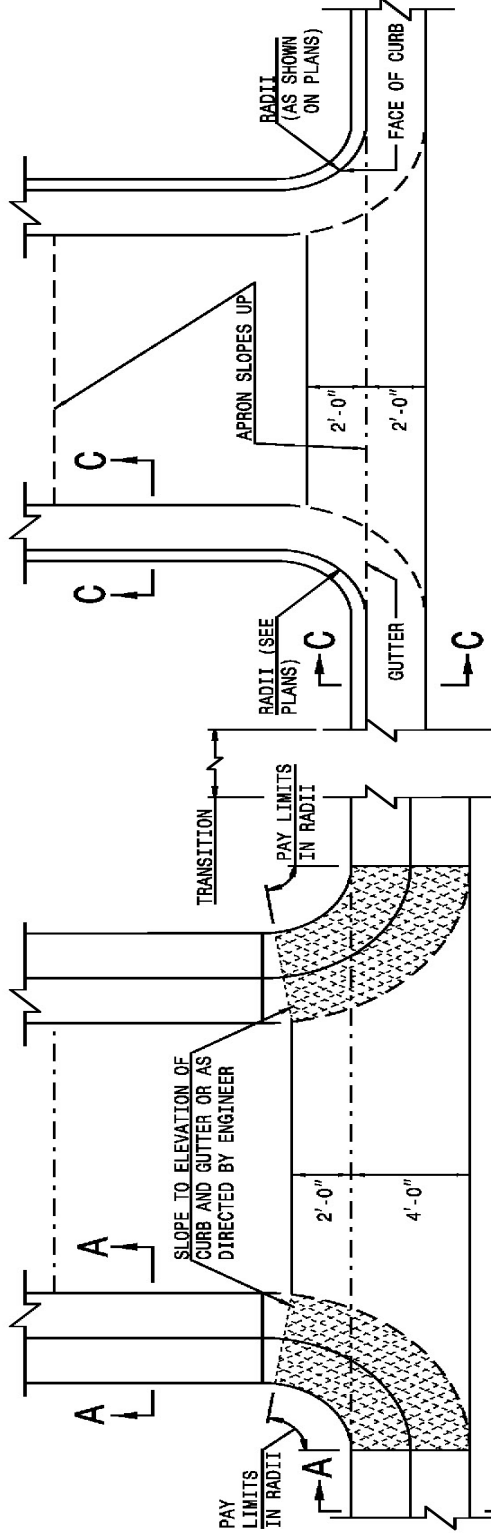
BERM VARIES 2'-0" 2'-0"
8'-0" NORMAL

**SECTION VIEWS OF
EXPRESSWAY GUTTER IN SUPER ELEVATION**



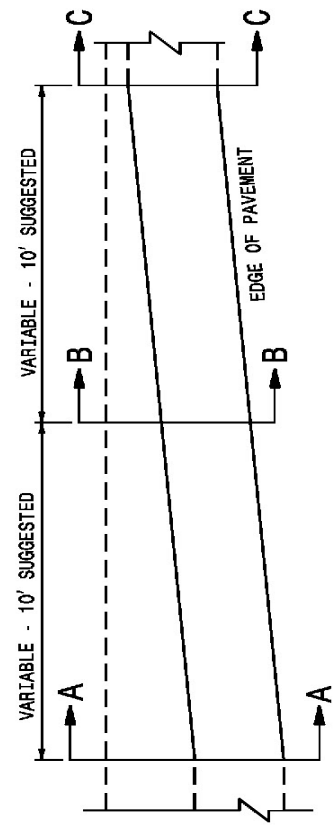
**SECTION VIEWS OF
2'-6" CURB AND GUTTER SUPERELEVATION RATES**

1-12



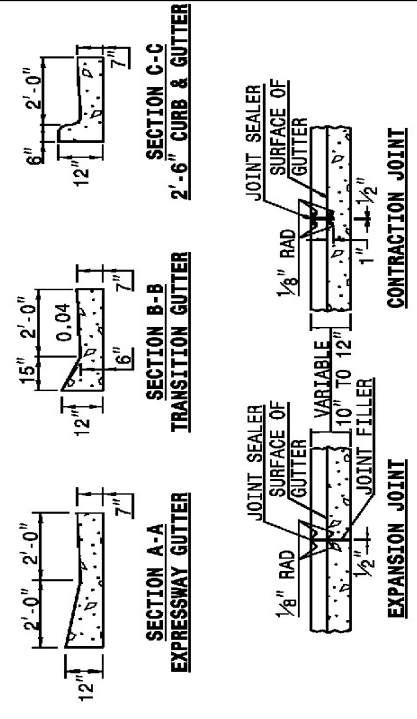
DRIVEAWAY WITH EXPRESSWAY GUTTER TRANSITION DRIVEAWAY WITH 2'-6" CURB AND GUTTER

PLAN VIEW OF TYPICAL CURB AND GUTTER OCCURRENCES



PLAN VIEW OF TRANSITION

EXPRESSWAY GUTTER TO 2'-6" CURB AND GUTTER



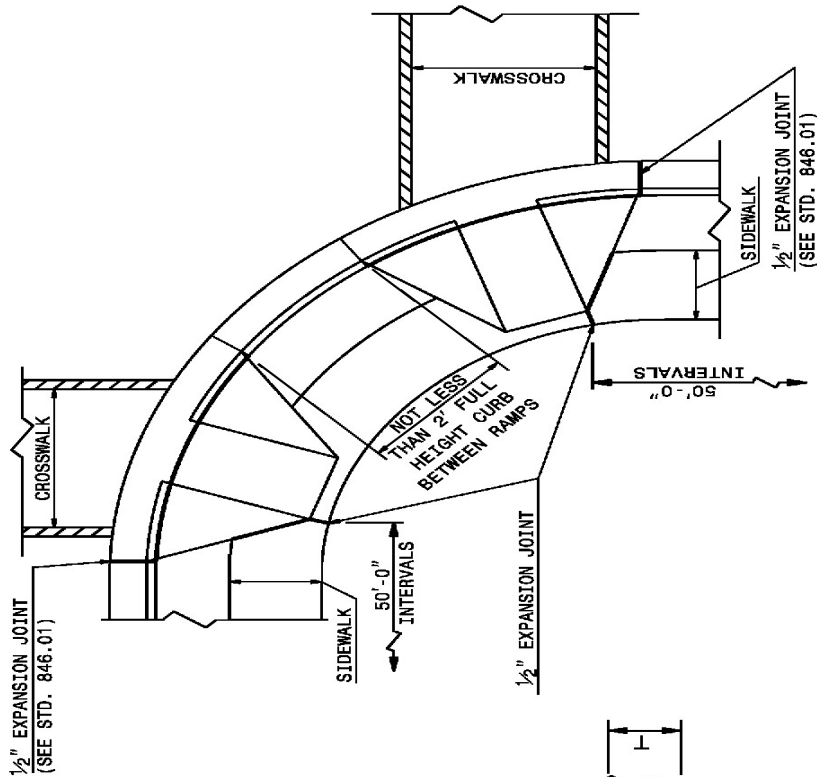
- NOTES:
- IN THE TRANSITION FROM 4'-0" CONCRETE EXPRESSWAY GUTTER TO 2'-6" CONCRETE CURB AND GUTTER, PLACE 1/2" EXPANSION JOINTS AT 25' INTERVALS.
 - PLACE GROOVE JOINTS 1" DEEP AT 12'-6" INTERVALS BETWEEN EXPANSION JOINTS.
 - FILL AND SEAL THE TOP 1/2" OF THE EXPANSION JOINTS AND 1" OF CONTRACTION JOINTS WITH APPROVED JOINT SEALING COMPOUND.

NOTES:

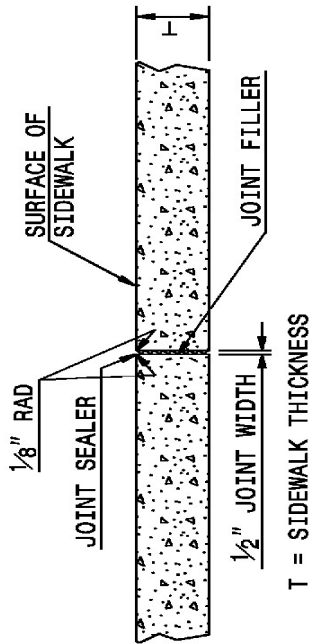
CONSTRUCT STANDARD SIDEWALK 5' WIDE AND 4" THICK UNLESS OTHERWISE DENOTED ON PLANS.

PLACE A GROOVE JOINT 1" DEEP WITH $\frac{1}{8}$ " RADIUS IN THE CONCRETE SIDEWALK AT 5' INTERVALS. ONE $\frac{1}{2}$ " EXPANSION JOINT WILL BE REQUIRED AT 50' INTERVALS. A $\frac{1}{2}$ " EXPANSION JOINT WILL BE REQUIRED WHERE THE SIDEWALK JOINS ANY RIGID STRUCTURE.

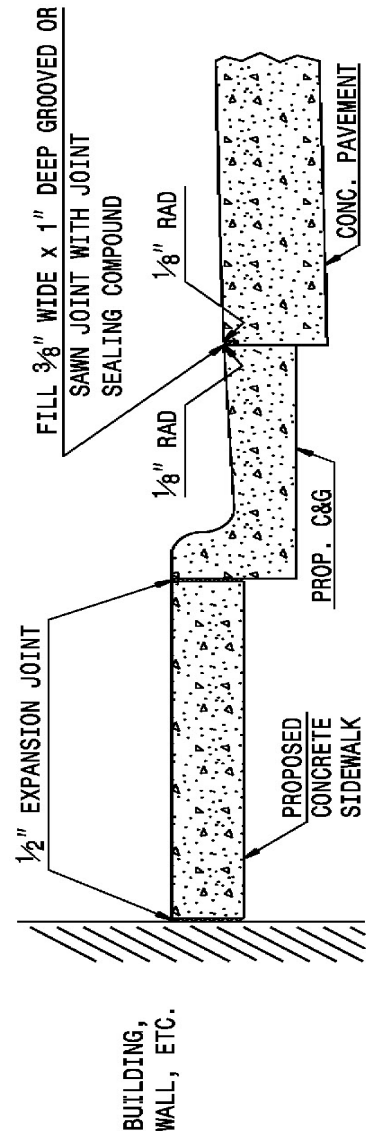
SEE STD. DWG. 848.05 FOR WHEELCHAIR RAMP LOCATION REQUIREMENTS AND CONSTRUCTION GUIDELINES.



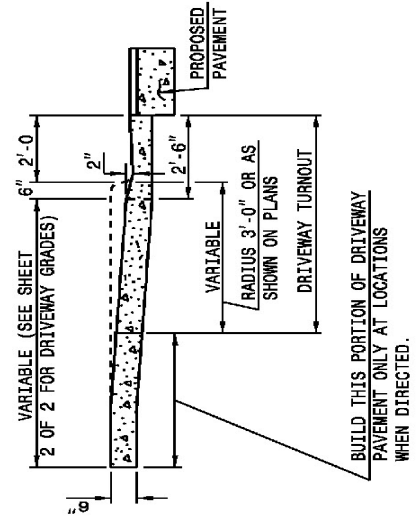
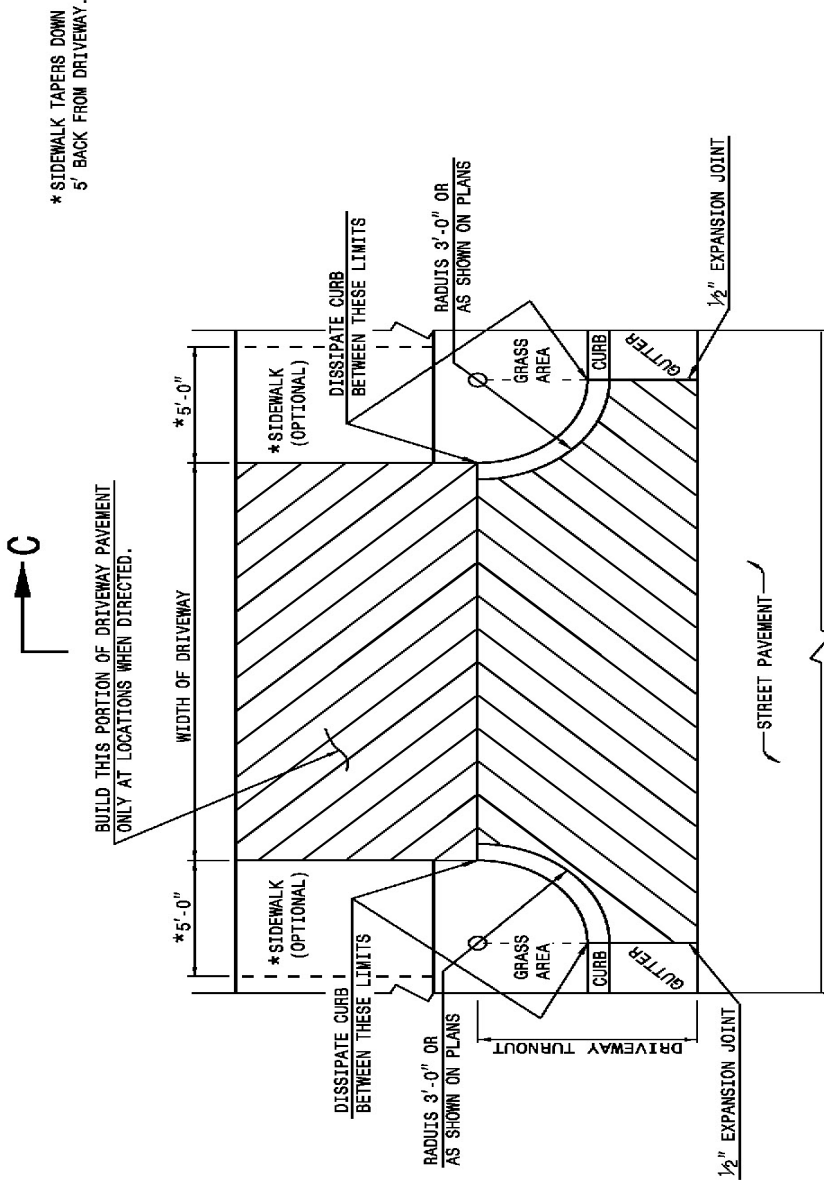
PLAN VIEW



**TRANSVERSE EXPANSION JOINT
IN SIDEWALK**



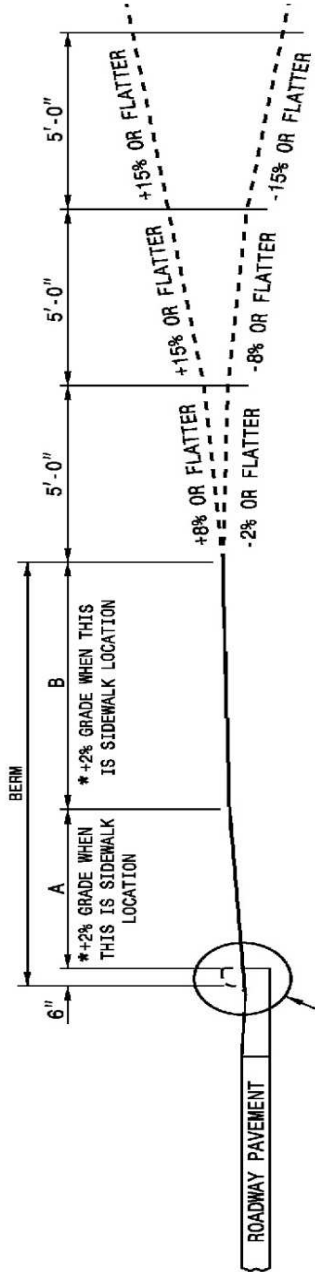
DETAILS SHOWING JOINTS IN CONCRETE SIDEWALK



METHOD OF TIE IN

WHEN EXISTING DRIVEWAY PAVEMENT IS CONCRETE, SAW CUT 2" DEEP JOINT AT THE POINT OF TIE-IN. SAW JOINT PERPENDICULAR TO EDGE OF EXISTING DRIVEWAY PAVEMENT.

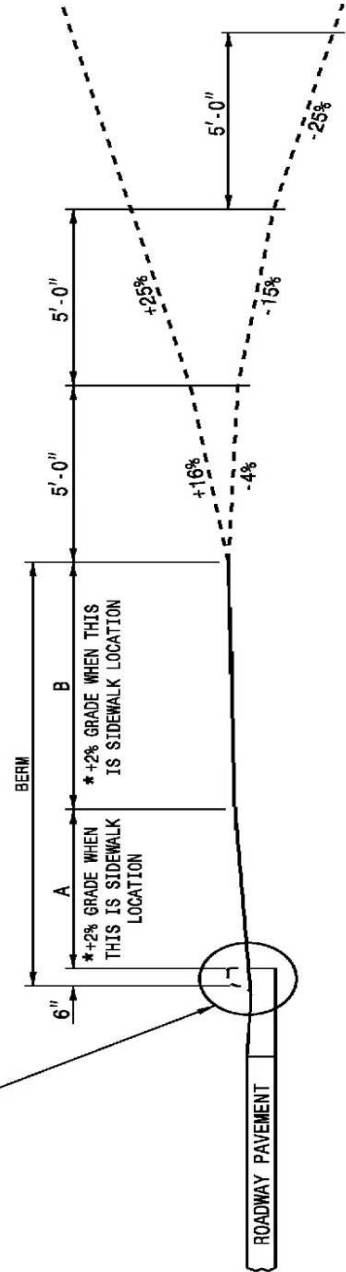
DESIRABLE DRIVEWAY GRADES

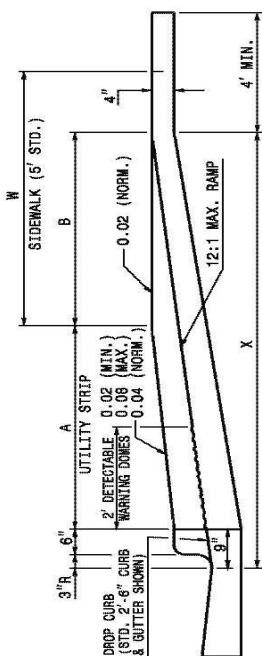


DESIRABLE OR MAXIMUM DRIVEWAY GRADES				
BERM WIDTH	A		B	
	DIST.	GRADE	DIST.	GRADE
8' OR LESS	5'-0"	+2%*	2'-6"	+5%
8' OR LESS	2'-0"	+6%	5'-6"	+2%*
10'	4'-0"	+4%	5'-6"	+2%*
12' & OVER	4'-6"	+4%	7'-0"	+2%*

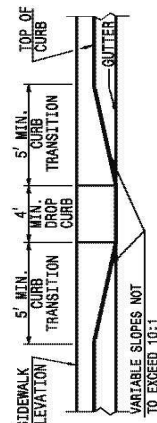
*SIDEWALK LOCATION
(DO NOT PLACE SIDEWALK ON
BERMS LESS THAN 6' WIDE.)

MAXIMUM DRIVEWAY GRADES

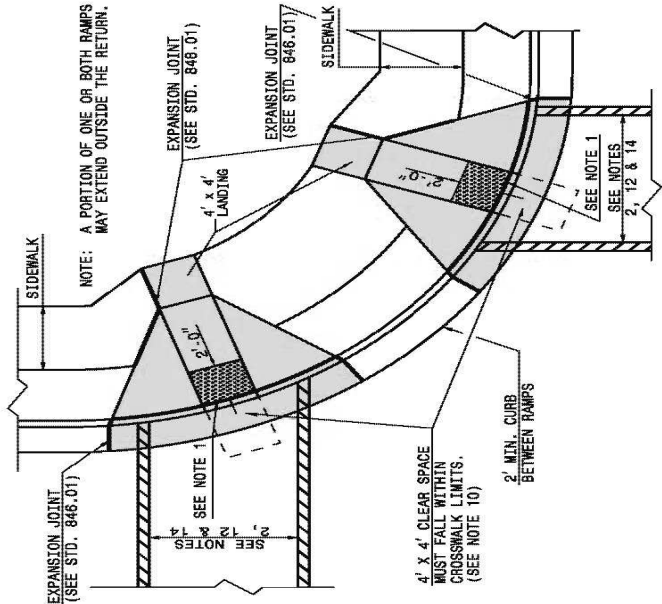




SECTION B-B

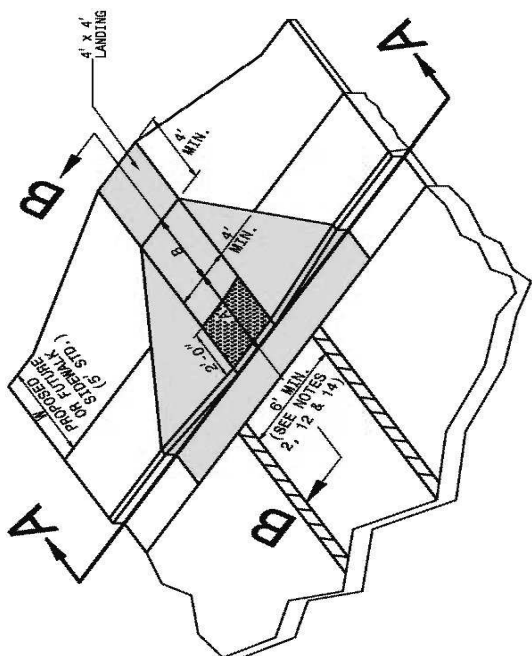


SECTION A-A



PLAN VIEW

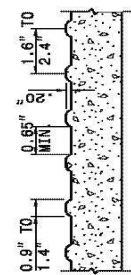
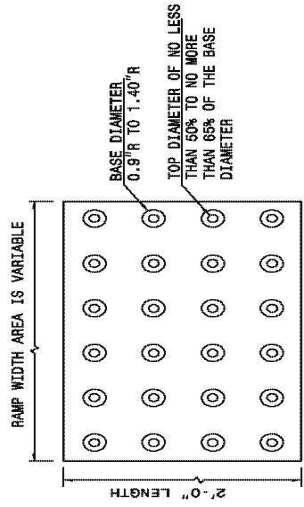
DUAL RAMP
ANY RADIUS
(4' MIN. FLOOR WIDTH)



ISOMETRIC VIEW

PAY LIMITS FOR CURB RAMP

- NOTES:
1. DETECTABLE WARNING DOMES WILL COVER 2'-0" LENGTH AND FULL WIDTH OF THE RAMP FLOOR AS SHOWN ON THE DETAILS.
 2. DETECTABLE WARNING DOMES WILL CONTRAST VISIBILITY WITH ADJOINING SURFACE, EITHER LIGHT-ON-DARK, OR DARK-ON-LIGHT SEQUENCE COVERING THE ENTIRE RAMP.



DETECTABLE WARNING DOMES

W	A	W+A-8"	X	B
5'	0.0'	5.8'	5.8'	5.0'
6'	0.0'	6.8'	6.8'	6.0'
7'	0.0'	7.8'	7.3'	6.5'
8'	0.0'	8.8'	7.3'	6.5'
9'	0.0'	9.8'	7.8'	5.0'
10'	0.0'	10.8'	8.3'	4.8'
11'	0.0'	11.8'	8.3'	4.4'
12'	0.0'	12.8'	9.3'	4.1'
13'	0.0'	13.8'	9.8'	3.8'
14'	0.0'	14.8'	10.3'	3.4'
15'	0.0'	15.8'	10.8'	3.1'

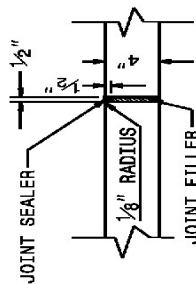
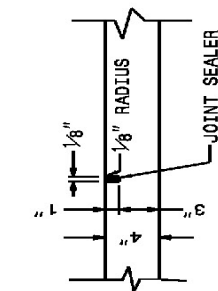
B = X - (A+8")
B = DISTANCE FROM FRONT EDGE OF SIDEWALK TO BACK POINT OF 12:1 (8.33%) SLOPE.
* BACK OF SIDEWALK DROP REQUIRED FOR ALL SIDEWALK SLOPES.
** BACK OF SIDEWALK DROP REQUIRED FOR SIDEWALK SLOPES 0.04.

GENERAL NOTES:

IN THE 4" CONC. PAVED DITCHES, PLACE $\frac{1}{2}$ " EXPANSION JOINTS AT 30' INTERVALS AND AT ALL OTHER POINTS WHERE PROPOSED DITCHES ABUT RIGID OBJECTS. PLACED GROOVED JOINTS 1" DEEP AT 10' INTERVALS BETWEEN EXPANSION JOINTS.

CONSTRUCT WIDTH AND SHAPE OF PROPOSED 4" CONCRETE PAVED DITCHES AS SHOWN OR AS DIRECTED BY THE ENGINEER.

FOR DITCH GRADES ABOVE 2% EROSION CONTROL, INSTALL MATTING ON BOTH SIDES OF THE PAVING FOR A MINIMUM WIDTH OF 36" OR AS DIRECTED BY THE ENGINEER.



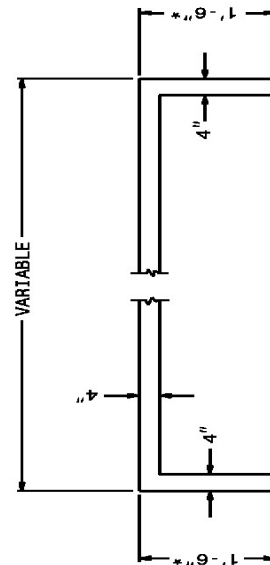
SHOWING GROOVED JOINT

SHOWING EXPANSION JOINT

PART LONGITUDINAL SECTION OF PAVED DITCH

SHOWING 1'-6" CURTAIN WALL REQUIRED AT EACH END

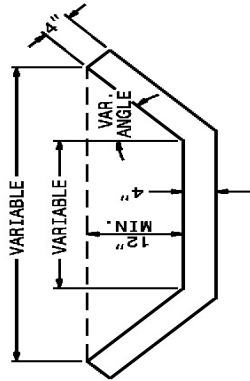
* WHEN CURTAIN WALL FOR PAVED DITCH IS LOCATED ADJACENT TO A DRAINAGE STRUCTURE AND THE PIPE FROM THE STRUCTURE INTERFERES WITH THE 1'-6" DEPTH, THE DEPTH OF THE CURTAIN WALL MAY BE REDUCED BELOW 1'-6" TO CLEAR THE TOP OF THE PIPE.



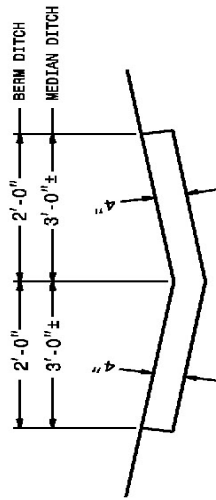
PART LONGITUDINAL SECTION OF PAVED DITCH

SHOWING 1'-6" CURTAIN WALL REQUIRED AT EACH END

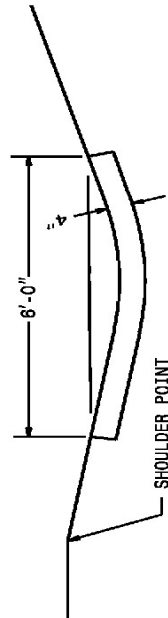
* WHEN CURTAIN WALL FOR PAVED DITCH IS LOCATED ADJACENT TO A DRAINAGE STRUCTURE AND THE PIPE FROM THE STRUCTURE INTERFERES WITH THE 1'-6" DEPTH, THE DEPTH OF THE CURTAIN WALL MAY BE REDUCED BELOW 1'-6" TO CLEAR THE TOP OF THE PIPE.



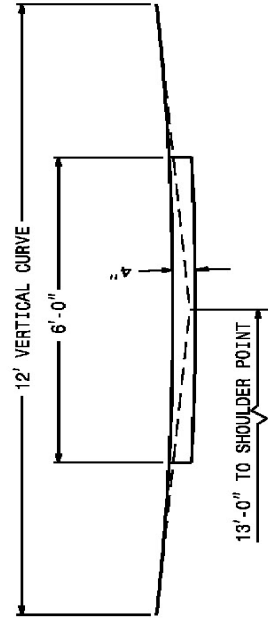
BASE DITCH OR
BERM DRAINAGE OUTLET DITCH



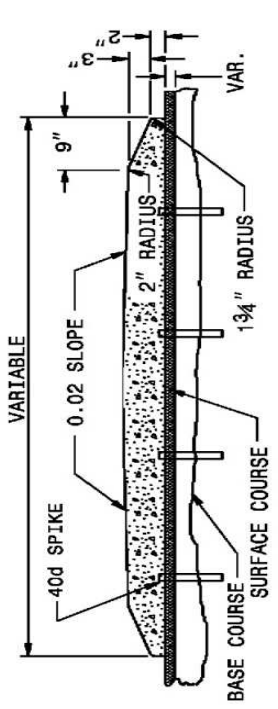
MEDIAN OR BERM DITCH



SIDE DITCH

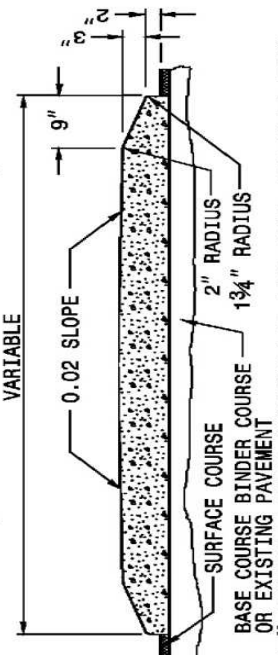


12' V.C. ROADWAY DITCH



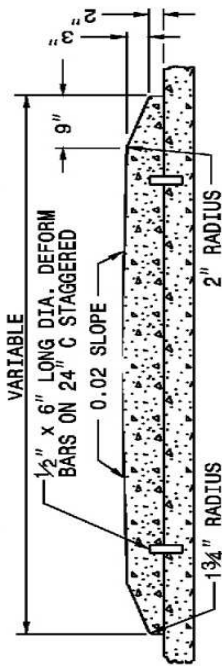
5" MONOLITHIC CONCRETE ISLAND (SURFACE MOUNTED)

ON ASPHALT CONCRETE PAVEMENT
(USE ON ISLAND 4' WIDE OR GREATER)



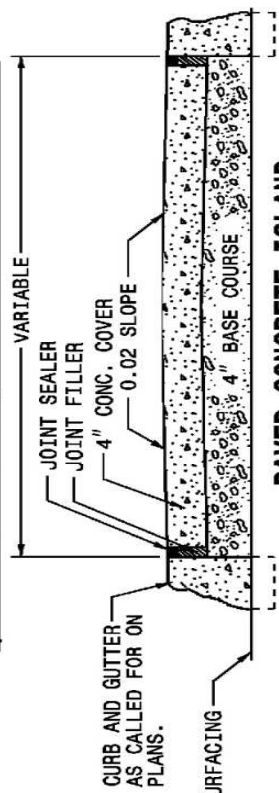
5" MONOLITHIC CONCRETE ISLAND (KEYED IN)

ON ASPHALT CONCRETE PAVEMENT
(USE ON ISLAND LESS THAN 4' WIDE)

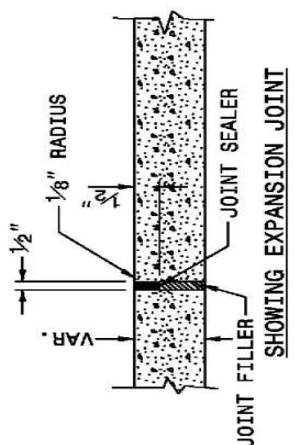


5" MONOLITHIC CONCRETE ISLAND

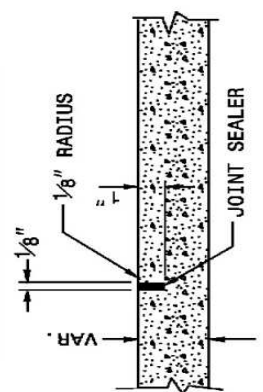
(SURFACE MOUNTED) ON CONCRETE PAVEMENT



PAVED CONCRETE ISLAND



SHOWING EXPANSION JOINT



SHOWING GROOVED JOINT

**PARTIAL LONGITUDINAL SECTIONS
OF PAVED ISLANDS**

NOTE:
WHEN MONOLITHIC CONCRETE ISLAND IS ON TOP OF SURFACE COURSE, DRIVE 40d SPIKES INTO SURFACE UNDER MONOLITHIC CONCRETE ISLAND. STAGGER SPIKES ON 2' CENTERS EACH WAY.
IN THE CONCRETE PAVEMENT (ISLAND) AND CONCRETE ISLAND (MONOLITHIC) PLACE 1/2" EXPANSION JOINTS AT 30' INTERVALS AND GROOVED JOINTS 1" DEEP AT 10' INTERVALS BETWEEN EXPANSION JOINTS.

LINE UP THE JOINTS IN THE CONCRETE PAVEMENT (ISLAND) WITH THE JOINTS IN THE CURB OR CURB AND GUTTER.
FILL AND SEAL THE TOP 1/2" OF THE EXPANSION JOINTS AND THE ENTIRE DEPTH OF GROOVED JOINTS WITH JOINT SEALER.

FOR JOINTS IN THE CURB AND/OR CURB AND GUTTER, SEE STANDARD NO. 846.01

SPECIAL PROVISION

ERRATA

(1-17-12) (Rev. 9-18-12)

Z-4

Revise the 2012 *Standard Specifications* as follows:

Division 2

Page 2-7, line 31, Article 215-2 Construction Methods, replace “Article 107-26” with “Article 107-25”.

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete “pipe culverts,”.

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: Line 1, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12**, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33**, replace “(6) Approval” with “(4) Approval”.

Division 4

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace “sheet pile” with “reinforcement”.

Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace “30” with “45”.

Page 6-10, line 42, Subarticle 609-6(C)(2), replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

Page 6-11, Table 609-1 Control Limits, replace “Max. Spec. Limit” for the Target Source of $P_{0.075}/P_{be}$ Ratio with “1.0”.

Page 6-40, Article 650-2 Materials, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

Division 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

Division 12

Page 12-7, Table 1205-3, add “FOR THERMOPLASTIC” to the end of the title.

Page 12-8, Subarticle 1205-5(B), line 13, replace “Table 1205-2” with “Table 1205-4”.

Page 12-8, Table 1205-4 and 1205-5, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

Page 12-9, Subarticle 1205-6(B), line 21, replace “Table 1205-4” with “Table 1205-6”.

Page 12-11, Subarticle 1205-8(C), line 25, replace “Table 1205-5” with “Table 1205-7”.

Division 15

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following:

$$W = LD\sqrt{P} + 148,000$$

Page 15-6, Subarticle 1510-3(B), line 32, delete “may be performed concurrently or” and replace with “shall be performed”.

Page 15-17, Subarticle 1540-3(E), line 27, delete “Type 1”.

Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the *2012 Roadway Standard Drawings* as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace “1633.01” with “1631.01”.

STANDARD SPECIAL PROVISION

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, and Other Noxious Weeds)

(3-18-03)

Z-04a

Within quarantined area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a quarantined county

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

STANDARD SPECIAL PROVISION

MINIMUM WAGES

(7-21-09)

Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as Prequalified

Secretary/Assistant Secretary

Select appropriate title

President/Vice President/Assistant Vice
President

Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this
the

_____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of
_____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID, NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN
CERTIFICATION**

PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Partnership	

Address as Prequalified	
_____	By _____
Signature of Witness	Signature of Partner
_____	_____
Print or type Signer's name	Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this
the

_____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____
County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Firm	

Address as Prequalified	
_____	Signature of Manager _____
Signature of Witness	Individually
_____	_____
Print or type Signer's name	Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years,** and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)	<hr/>		<hr/>
	Name of Joint Venture		
(2)	<hr/>		<hr/>
	Name of Contractor		
	<hr/>		
	Address as Prequalified		
	<hr/>	By	<hr/>
	Signature of Witness or Attest		Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and	
(3)	<hr/>		<hr/>
	Name of Contractor		
	<hr/>		
	Address as Prequalified		
	<hr/>	By	<hr/>
	Signature of Witness or Attest		Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and	
(4)	<hr/>		<hr/>
	<hr/>		<hr/>
	Name of Contractor (for 3 Joint Venture only)		
	<hr/>		
	Address as Prequalified		
	<hr/>	By	<hr/>
	Signature of Witness or Attest		Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this
_____ day of _____ 20____

Signature of Notary Public
of _____ County

State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this
_____ day of _____ 20____

Signature of Notary Public
of _____ County

State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this
_____ day of _____ 20____

Signature of Notary Public
of _____ County

State of _____
My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this
the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of
Contractor

Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this
the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

FORM W-9

[Rev. 1-92; Rev. 10-94
for Division Contract Use]

Pursuant to Internal Revenue Service Regulations, vendors must furnish their **Taxpayer Identification Number (TIN)** to the State. **If this number is not provided, you may be subject to a 31% withholding on each payment.** To avoid this 31% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information **exactly as it appears on file with the IRS.**

Legal Business Name _____

Address _____

9 Digit Taxpayer Identification Number

Social Security Number _____

Federal Employer Identification Number _____

Business Designation (Check One)

_____ Individual	(Requires SSN)
_____ Sole Proprietorship	"
_____ Partnership	(Requires Federal Tax ID)
_____ Estate/Trust	"
_____ Corporation	"
_____ Public Service Corporation	"
_____ Governmental/Non-Profit	"

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, it is true, correct, and complete. I have not been notified by the IRS that I am subject to backup withholding for failure to report income.

Name (Print or Type) Title (Print or Type)

Signature Date Telephone Number

State of North Carolina
Department of Transportation
Subcontractor Payment Information
North Carolina Department of Transportation
Division 6, District 1
Post Office Box 2157
Lumberton, NC 28359

Firm Invoice No. Reference _____
NCDOT PO / Contract Number _____
WBS No. (State Project No.) _____

Signed _____

Invoice Line Item Reference	Payer Name	Payer Federal Tax Id	Subcontractor / Subconsultant/ Material Supplier Name	Subcontractor / Subconsultant / Material Supplier Federal Tax Id	Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Date Paid To Subcontractor /Subconsultant /Material Supplier This Invoice
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Total Amount Paid to Subcontractor Firms \$ _____

NOTE: - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.
I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/ Subconsultants/Material Suppliers on the above referenced project.

Signature _____	Title _____
Print Name _____	Date _____



PAYMENT REQUEST

WBS ELEMENT NO. _____

PARTIAL

☐

FINAL

☐

Bill To:

NCDOT-C.S. Miller, Jr., P.E.

PO Box 2157, Lumberton, NC 28359

Pay Request No. _____

Contractor's Name and Mailing Address

Period from: _____ to _____

Purchase Order Number: _____

Purchase Order Amount: \$ _____

Supplementals: \$ _____

FUNC CODE	LINE	ITEM DESCRIPTION	CONTRACT QUANTITY	UNIT	PREVIOUS QUANTITY	CURRENT QUANTITY	TOTAL QUANTITY	UNIT PRICE	TOTAL AMOUNT

Total Amount to Date

\$ _____

Less 5 % Retainage

Less Previous Payments

Less Anticip. Liq. Dam.

AMOUNT DUE THIS PAYMENT \$

PAYMENTS TO DBE/MBE/WBE SUBCONTRACTORS

Payor Fed Tax Id:	Name:	Payee Fed Tax Id:	Name:	Amount Paid

Contractor's Authorized Representative: _____

(Date)

Payment Recommended By: _____

(Date)

Page _____ of _____

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION CONTRACT BID FORM

WBS NUMBER: 6.107811 & 6.207811
COUNTY: Robeson
DESCRIPTION: Installation of 2'-6" curb & gutter, 6" concrete driveways, 4" concrete sidewalk, 5" monolithic concrete islands, masonry drainage structure, wheelchair ramps, and concrete paved ditch

WBS No.: 6.107811							
LINE	ITEM	SEC	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	0001020000-N	SP	Emergency Call Back Mobilization	2	EA		
2	2286000000-N	840	Masonry Drainage Structure	2	EA		
3	2549000000-E	846	2'-6" Concrete Curb & Gutter	100	LF		
4	2591000000-E	848	4" Concrete Sidewalk	80	SY		
5	2605000000-N	848	Wheelchair Ramps	1	EA		
6	2612000000-E	848	6" Concrete Driveways	60	SY		
7	2619000000-E	850	4" Concrete Paved Ditch	75	SY		
8	2647000000-E	852	5" Monolithic Concrete Islands	50	SY		
						SUBTOTAL	

WBS No.: 6.207811							
LINE	ITEM	SEC	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	0001020000-N	SP	Emergency Call Back Mobilization	2	EA		
2	2286000000-N	840	Masonry Drainage Structure	1	EA		
3	2549000000-E	846	2'-6" Concrete Curb & Gutter	100	LF		
4	2591000000-E	848	4" Concrete Sidewalk	80	SY		
5	2605000000-N	848	Wheelchair Ramps	1	EA		
6	2612000000-E	848	6" Concrete Driveways	60	SY		
7	2619000000-E	850	4" Concrete Paved Ditch	75	SY		
8	2647000000-E	852	5" Monolithic Concrete Islands	50	SY		
						SUBTOTAL	

TOTAL BID FOR PROJECT: _____

Contractor _____

Address _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications.

Reviewed by _____ **Date** _____

Accepted by NCDOT _____ **Date** _____

DIVISION ENGINEER